

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

THOMAS W. AVENT, JR.)	
)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. _____
)	
RAYMOND PIRRELLO,)	
)	
Defendant.)	
)	
)	

COMPLAINT

Plaintiff Thomas W. Avent (“Mr. Avent” or “Plaintiff”) files this Complaint against Raymond Pirrello (“Mr. Pirrello” or “Defendant”), alleging as follows:

NATURE OF ACTION

1. This is an action for default on a promissory note, a true and accurate copy of which is attached hereto as **Exhibit 1**.

THE PARTIES

2. Mr. Avent is a citizen of the State of Georgia, residing at 3131 Slaton Drive, NW #27, Atlanta, Georgia 30305.

3. Mr. Pirrello, upon information and belief, is a citizen of the State of

New Jersey, residing at 101 Chestnut Street, Englewood Cliffs, New Jersey 07632. Mr. Pirrello can be served at his place of business, Garden State Securities, Inc., 401 Hackensack Avenue, 1st Floor, Hackensack, New Jersey, 07601 or his home, 101 Chestnut Street, Englewood Cliffs, New Jersey 07632.

JURISDICTION AND VENUE

4. This Court has diversity jurisdiction under 28 U.S.C. §1332, because the parties are completely diverse in citizenship and the amount in controversy exceeds \$75,000 exclusive of interest and costs.

5. Venue is proper in the Northern District of Georgia pursuant to Local Rule 3.1(B2), Local Rule 3.1(B)(3) and 28 U.S.C. 1391(b)(2).

COUNT I – BREACH OF CONTRACT / DEFAULT ON NOTE

6. On June 4, 2014, Mr. Pirrello promised to pay Mr. Avent the principal sum of \$500,000. Mr. Pirrello signed a \$500,000 Promissory Note (the “Note”) in favor of Mr. Avent as the payee, with Mr. Pirrello signing as the “Maker.”

7. The Note is a valid and enforceable obligation supported by mutual consideration.

8. Payment of all principal and interest on the Note was due on September 30, 2014.

9. While Mr. Pirrello made an initial payment, he has since failed to pay on the Note.

10. The Note provides that Mr. Pirrello's fail to pay all outstanding principal and interest within ten days after such payment is due is an event of default.

11. Mr. Pirrello has defaulted on the Note and breached his contractual obligations under the Note, causing damage to Mr. Avent.

12. Mr. Pirrello waived demand of payment.

13. Pursuant to Georgia law, Mr. Avent is entitled to recover the principal amount owed plus statutory interest from the due date, plus attorneys' fees and expenses in accordance with Paragraph 8 of the note and O.C.G.A. § 13-1-11.

14. Mr. Pirrello has caused Mr. Avent unnecessary time, trouble and expense. Consequently, Mr. Avent is entitled to recover his attorney's fees and expenses of litigation from Mr. Pirrello, in an amount to be shown in accordance with O.C.G.A. §13-6-11.

PRAYER FOR RELIEF

WHEREFORE, Windward prays for relief as follows:

- a. Grant judgment in favor of Mr. Avent against Mr. Pirrello for the principal amount of the Note, plus all accrued interest, plus attorneys' fees and expenses of litigation in an amount to be shown; and
- b. For such other and further relief as the Court deems just and proper.

Respectfully submitted,

Thomas W. Avent, Jr.

By his attorneys,

THE KHAYAT LAW FIRM

/s/ Robert C. Khayat, Jr.

Robert C. Khayat, Jr.

Georgia Bar No. 416981

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April 7, 2016